



**BID NO.: 8793-1/18**

**OPENING: 2:00 P.M.**

**Wednesday**

**August 20, 2008**

**MIAMI-DADE COUNTY, FLORIDA**

**I N V I T A T I O N  
T O B I D**

**TITLE:**

Water Meter Boxes, Valve Boxes and Covers

**THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

BID DEPOSIT AND PERFORMANCE BOND:.....	N/A
CATALOGUE AND LISTS:.....	N/A
CERTIFICATE OF COMPETENCY:.....	N/A
EQUIPMENT LIST:.....	N/A
EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:.....	N/A
LIVING WAGE: .....	N/A
PRE-BID CONFERENCE/WALK-THRU:.....	N/A
SMALL BUSINESS ENTERPRISE MEASURE: .....	See Section 2.0, Paragraph 2.2
SAMPLES/INFORMATION SHEETS: .....	See Section 2.0, Paragraph 2.32 and Section 3.0 Paragraph 3.3
SECTION 3 – MDHA:.....	N/A
SITE VISIT/AFFIDAVIT: .....	N/A
USER ACCESS PROGRAM: .....	See Section 2.0, Paragraph 2.21
WRITTEN WARRANTY: .....	See Section 2.0, Paragraph 2.19

**FOR INFORMATION CONTACT:**

Basia M. Pruna at 305-375-5018, or at [bpruna@miamidade.gov](mailto:bpruna@miamidade.gov)

**IMPORTANT NOTICE TO BIDDERS:**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 28 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 28 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



**MIAMI-DADE COUNTY, FLORIDA**

**INVITATION TO BID**

**Bid Number: 8793-1/18**

**Title: Water Meter Boxes, Valve Boxes and Covers**

**Procurement Contracting Agent: Basia M. Pruna**

**Bids will be accepted until 2:00 p.m. on August 20, 2008**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

**All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

## SECTION 1

### GENERAL TERMS AND CONDITIONS

#### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

#### 1.2. INSTRUCTIONS TO BIDDERS

##### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

##### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

**1.5. AWARD OF BID SOLICITATION**

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

**1.6. CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

**1.7. WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.10. LOCAL PREFERENCE**

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.12. BID PROTEST**

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

## SECTION 1

### GENERAL TERMS AND CONDITIONS

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.



**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR A COUNTY DEPARTMENT**

The purpose of this Invitation to Bid (ITB) is to establish a contract for the purchase of water meter boxes, valve boxes and covers in conjunction with the needs of the County on an as needed when needed basis.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE- INTENTIONALLY OMITTED**

**2.4 TERM OF CONTRACT: SIXTY (60) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty month period.

**2.5 OPTION TO RENEW (5) FIVE ADDITIONAL YEARS**

Miami-Dade County shall have the option to renew this contract for an additional five (5) years consecutively. Continuation of the contract beyond the initial period is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.



**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts

**NOTE: IF MULTIPLE VENDORS ARE INVOLVED UNDER THE GIVEN CONTRACT, ANY OPTIONS TO RENEW WILL BE RESTRICTED TO THE SPECIFIC ITEMS OF WORK INITIALLY AWARDED TO ANY SPECIFIC VENDOR.**

**2.6 METHOD OF AWARD PRIMARY, SECONDARY AND TERTIARY VENDORS BASED ON LOW BIDDER**

Award of this contract will be made up to three the (3) responsive, responsible bidder(s) who offer the lowest priced on items listed in Section 4 of the solicitation. Bidders must meet the minimum criteria listed below. To be considered for award, the bidder shall offer prices for all items within the group. If the bidder fails to bid on all items within the group the bid shall be declared non-responsive. The County will then select the vendor(s) for award by totaling either the unit prices, or if so structured, by totaling the extended pricing.

Bidder(s) shall comply with the following requirements prior to being awarded a specific group.

1. Provide letter from Manufacturer that you are an authorized distributor of their products or verification that the Bidder is the manufacturer.
2. Bidder(s) shall furnish three (3) references from users of the subject products.

Bidder(s) are required to submit all of the specified information, documents and attachments with their bid submittal as proof of compliance to the requirements of this Invitation to Bid. However, the County may, at its sole discretion and in its best interest, allow the bidders to complete, supplement, or supply the required documents during the bid evaluation period. Failure to provide proof of compliance to the competency requirements as specified by the County shall result in the bidder(s) quote being declared non-responsive.

**2.7 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED**

If a vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed for a period of 180 calendar days after the commencement of the contract. After this period, a vendor may submit a price adjustment request to the County. Price adjustment requests must be substantiated with written notifications from the affected product's manufacturer, must be addressed to the awarded vendor (or the awarded vendor's supplier), and must specify the amount of the increase. The price adjustment requests shall

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

be submitted by the awarded vendors to the County's Department of Procurement Management for review. If the requested increases are subsequently approved by the County, the Department of Procurement Management will formalize the increase through the issuance of a letter to the awarded vendors and by notifying the County user departments prior to the effective date of the price adjustment.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the vendor, negotiate the contract prices in its best interest, or to terminate the contract with the vendor based on such price adjustments.

It should be noted that price adjustments may affect the primary, secondary, and tertiary vendors' designations.

**2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT-INTENTIONALLY OMITTED**

**2.9 EQUAL PRODUCT CAN BE CONSIDERED UPON EVALUATION OF INFORMATION SHEET AND SHOP DRAWINGS**

The manufacturer's name, brand name and model number listed in this ITB are used to establish minimum requirements in reference to quality, standards of performance and design; required and are in no way intended to prohibit the bidding of other manufacturer's items of established as an equal product. An equal product may be offered provided that the product is found by the County to be equal in, including but not limited to, the standards of performance and design of the items specified. All items proposed by the bidder(s) shall be accompanied by two (2) complete sets of factory Information Sheets per item. Bidder(s) shall provide complete catalog data and information showing the construction and detail of the proposed items in order to be considered for award. The information must be sufficient to permit a complete evaluation of the item proposed. Bidder(s) must refer to the details provided in Section 3 of the Technical Specifications of this solicitation to guarantee that the Information Sheets in their bid satisfy these requirements.

1. Vendor(s) shall submit with their proposal six (6) copies of shop drawings to fully describe the items they could furnish. Two (2) copies will be returned to the successful bidder(s) marked "Approved" or "Approved Subject to Notations and Corrections as Indicated". The latter notation showing required minor changes for compliance with these specifications. Shop drawings shall include certified dimensions and certified weights for each component. Castings having dimensions other than those specified herein including the Department Standards attached to the original Invitation to Bid (ITB) shall not be acceptable. Approval of drawings and data will be general and shall mean that upon examination of the drawings and data, no variations from the contract requirements have been discovered and approval will not relieve the successful bidder(s) of their responsibilities as defined under the contract.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

2. Miami-Dade County may, at its sole discretion, allow bidder(s) to complete or supplement the technical data during the bid evaluation period. Failure to provide the proof of compliance to the technical specifications and requirements, to the satisfaction of the County, may result in a non-responsive bid. The County shall be the sole judge of the bidder's conformance with the technical specification and requirements and the decision shall be final. The County reserves the right to verify the information submitted by the bidders and to obtain and evaluate additional information, as deemed necessary to ascertain the bidders' conformance to the technical specifications and requirements

**2.10 LIQUIDATED DAMAGES-INTENTIONALLY OMITTED**

**2.11 INDEMNIFICATION AND INSURANCE-INTENTIONALLY OMITTED**

**2.12 BID GUARANTY-INTENTIONALLY OMITTED**

**2.13 PERFORMANCE BOND-INTENTIONALLY OMITTED**

**2.14 CERTIFICATIONS-INTENTIONALLY OMITTED**

**2.15 METHOD OF PAYMENT**

Vendor(s) must submit an original invoice to the user departments, after a purchase has been completed, whether the specific service or item was picked up by authorized County personnel or delivered by the vendor.

All invoices must reference the corresponding packing slip/delivery ticket number that was signed by the authorized representative of the user department. If an item is delivered by the US Mail or a private carrier, the carrier's corresponding receipt ticket/ mailing ticket bill of lading number must be referenced on the invoice. Invoices shall also reference the corresponding requisition information such as: order/small purchase number, requisition number, quantity, unit cost, and total cost. Failure to prepare and submit invoices in the prescribed manner shall delay payment.

Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the service/ delivery. Invoices shall not be submitted to the Accounts Payable Unit in advance of the delivery and acceptance of the service or item.

All invoices shall contain the following information:

I. Vendor Information:

- The name of the business organization as specified on the contract between

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

Miami-Dade County and vendor

- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

**II** County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Department Requisition Number

**III** Pricing Information:

- Unit price of the goods or services or provided
- Extended total price of the goods or services
- Applicable discount .

**IV** Goods or Services Provided per Contract:

- Description
- Quantity

**V** Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

**2.16** **SHIPPING TERMS**

Vendor(s) shall quote prices based on F.O.B (free on board) Destination and shall hold title to the goods until such time as they are delivered to, inspected and accepted by, an authorized County representative.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**2.17 DELIVERY REQUIREMENTS**

Vendor(s) shall make deliveries as established in their bid proposal, which may not exceed sixty (60) calendar days after an order is placed by the County unless otherwise approved by the County in writing. All deliveries shall be made in accordance with good commercial practice and all established delivery time frames shall be adhered to by the successful bidders except in such cases where the delivery shall be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County in writing of the delays in advanced of the original delivery date so that a revised delivery schedule can be established.

Should the primary, secondary or tertiary vendor to whom an order is awarded fail to deliver in the number of days established by the bid proposals or after any revised delivery date has lapsed, the County reserves the right to cancel the order. If the order is cancelled, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere.

Orders for cast iron meter boxes and covers, valve boxes and covers, and manhole frames and covers shall be delivered by the vendor(s) to various county storerooms and/ or job sites. Requirements for deliveries are as follows:

**A. Storage Yards (Order Points)**

Deliveries to the storerooms shall be accomplished within the time frame stated in the vendor(s) proposal or as established by the Storekeeper at the order point. The applicable Storekeeper must be notified 48 hours in advance of each shipment. Deliveries must be accomplished in open-top or flatbed trucks between 7:30 AM and 3:00 PM, Monday through Friday, excluding County observed holidays. The County shall not be responsible for delays or additional costs incurred by non-compliance with these requirements. Any additional costs for special orders charged by the vendor must be entered on the corresponding invoice as a separate item.

**B. Job Sites**

Deliveries to a job site shall be accomplished within the time frame stated in the vendor(s) proposal or as established by the Storekeeper or Project Manager and must be delivered in open top or flatbed trucks. The order must not be shipped until the vendor has received written or verbal delivery instructions from the Storekeeper or the Project Manager.

**2.18 BACK ORDER ALLOWANCE**

The County shall not accept any back orders of deliveries from vendor(s) unless otherwise agreed upon, in writing, at the time of the award of a specific purchase. Accordingly, vendor(s) are required to deliver all items to the County within the time specified in the

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

vendor's submittal and this solicitation. No grace period shall be honored unless written authorization is issued by the originator of the order and a recommitted date is established. Vendor(s) shall not invoice the County for back ordered items until such back ordered items are delivered and accepted by the an authorized representative. It is understood and agreed that the County may at its discretions, cancel back orders, in writing, after the recommitted date has lapsed, seek the items from another contract vendor, based on the lowest price quote, or to acquire the items through a separate solicitation and charge the incumbent vendor for any directly associated re-procurement costs. If the incumbent vendor fails to honor these re-procurement costs, the County may terminate the vendor from the contract for default.

**WARRANTY REQUIREMENTS**

**A. Type of Warranty Coverage Required**

In addition to all other warranties that may be supplied by the vendor, the vendor shall warrant its products or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the vendor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods

or services received from the vendor does not constitute a waiver of these warranty provisions. Further, the Vendor shall remain liable to the County to correct later defects in the materials at its own cost and expense, for the period specified in Section 95.11, Florida Statutes. When defects in materials occur during the one year warranty period but are discovered after the expiration of such period, the Vendor shall correct such defects at its own cost and expense; the County shall notify the Vendor of such defects as soon a may be practicable, but provision of such notice after the expiration of the warranty period shall not limit the obligations of the Vendor under this Section.

**B. Correcting Defects Covered Under Warranty**

Vendor(s) shall be responsible for promptly correcting any deficiency, at no cost to the County, within fifteen (15) calendar days after the County notifies the vendor of such deficiency in writing. If the vendor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor may be debarred as a County vendor and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within thirty (30) calendar days of receipt of the notice. If the vendor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the vendor in default of its contract, and (b) procure the products or services from another vendor and charge the vendor for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**2.20 CONTACT PERSONS**

For any additional information regarding the terms and conditions of this solicitation and any resulting contract contact Basia M. Pruna at [bpruna@miamidade.gov](mailto:bpruna@miamidade.gov)

**2.21 UAP**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

Vendor(s) providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.



**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**Vendor Compliance**

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

**2.22 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The products furnished by vendor(s) shall be maintained and delivered to the County in excellent condition. If a product does not meet specifications, the product shall be returned to the vendor and exchanged for the suitable merchandise or for full credit at no additional cost to the County. Vendor(s) shall be responsible for arranging all shipping or pick-up activities and shall bare all the cost incurred. In the event vendor(s) fail to pick-up such material or arranges to have such material shipped back to the vendor within a reasonable period of time; the County shall cause material to be shipped to the vendor, the vendor shall be liable for any cost incurred by the County in addition to the shipping cost.

**2.23 AUTHORIZATION TO PICK-UP MATERIALS**

Miami-Dade County employees are authorized to pick-up materials against the Purchase Orders issued to the vendor(s). If the vendor is in doubt about the authenticity of the person(s) picking up materials, the vendor shall contact the Department of Procurement Management for assistance at (305) 375-1658.

**2.24 AVAILABILITY OF CONTRACT TO OTHE COUNTY DEPARTMENTS**

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department or agency.

**2.25 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this bid shall be in accordance with all governmental standards, to include, but not limited to, those issued by the American National Standards Institute (ANSI), the American Society for Testing Materials (ASTM), the American Waterworks Association (AWWA), the Environmental Protection Agency (EPA), the Instrument Society of America (ISA), the International Standards Organization (ISO), the National Fire Protection Association (NFPA), the National Institute of Safety Hazards (NIOSH), the National Sanitation Foundation (NSF), and the Occupational Safety and Health Administration (OSHA).

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

It shall be the responsibility of all awarded vendors to be regularly informed and to conform to any changes in standards issued by any regulatory agencies that govern the commodities applicable to this solicitation during the term of the contract.

**2.26 DEMURRAGE CHARGES WILL NOT BE ALLOWED**

The County shall not incur separate demurrage charges from vendors who supply containers on an interim basis to the County in conjunction with this bid. Any rental or demurrage costs for such containers that are normally charged by the vendor must be reflected in the unit price

**2.27 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

Vendor(s) hereby acknowledge and agree that all materials, except where recycled content is specifically requested, supplied by the bidder in conjunction with this ITB shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the bidder are found to be defective or do not conform to specifications, the County reserves the right to (1) cancel the order and return such materials to the bidder at the vendor's expense or (2) require the vendor to replace the materials at the bidder expenses.

**2.28 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

On April 23, 2002, the Miami-Dade Board of County Commissioners approved Ordinance number 02-68 entitled "Provide Rules and Regulations Governing Security at the Miami-Dade Water and Sewer Department (THE COUNTY) Facilities" which created Article IX of Chapter 32 of the Miami-Dade County Code. In accordance with the Ordinance, the standard procedures for receiving cartons/boxes/ packages, etc. have been adjusted as follows:

**I. Items Delivered by the Awarded Vendors:**

Vendor(s) must enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip must include, at a minimum, the following information: purchase order number; date of order; Department requisition number; a complete listing of the items being delivered; and, if authorized, the back-order quantities and the delivery date of the back-order.

Failure to prepare and enclose packing slips with the items in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The County shall not be responsible for delays, redelivery fees, restocking fees or any other additional cost incurred by noncompliance with these requirements.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**II. Delivery Items:**

Vendors must enclose a complete packing slip or delivery ticket with items to be delivered, in conjunction with this solicitation, for the vendor by a private carrier. The packing slip must be enclosed with the shipping cartons, which contain the items being delivered. The packing slip must include, at a minimum, the following information: purchase order number; date of order; Department requisition number; a complete listing of the items being delivered; and, if authorized, the back-order quantities and the delivery date of the back-order. In addition, the vendors must print the purchase order number and the Department requisition number in an obvious, prominent space in the "Ship To" portion of the private carriers receipt ticket/ mailing ticket bill of lading. This action will allow the storeroom personnel to immediately identify the items being delivered. If there is any question regarding the private carrier's receipt ticket, the vendor's packing slip enclosed with the items being delivered can be immediately examined.

Failure to include the purchase order number and the Department requisition number on the private carrier's receipt ticket and to enclose a packing slip to the items being delivered in the prescribed manner may result in the shipment being refused and ordered off the property by the facility's security forces. The County shall not be responsible for delays, redelivery fees, restocking fees or any other additional cost incurred by noncompliance with these requirements.

**2.29 PATENTS AND ROYALTIES**

Vendor(s), without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or as a result of any copyrighted, patented, or unpatented invention, process, or article manufactured by the vendor. The vendor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by vendor or is based solely and exclusively upon the County's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the vendor may, at its options and expenses, procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the vendor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**2.30 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION  
BASED ON PRICE QUOTATIONS**

While the County has listed all the major items within this solicitation which are utilized in conjunction with their operations, there may be similar or appurtenant items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the similar of appurtenant items. If there are multiple vendors on the contract, The County representative may also obtain price quotes from these vendors.

The County reserves the right to award these similar or appurtenant items to the primary vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**2.31 TESTING OF RANDOM SAMPLES**

Samples of delivered items may be randomly selected and tested for compliance with the specifications and requirements contained within this resultant contract. If it is found that the delivered commodities do not conform to these specifications, the County shall require replacement within a reasonable length of time and the County may cancel the contract for cause.

**2.32 SAMPLES MAY BE REQUIRED DURING EVALUATION**

After the County opens the bids, the bidders may be required to submit a sample of the goods to be supplied for evaluation by, and at no cost to the County. If samples are required, the County will notify the bidder of such in writing and will specify the deadline for submission of the samples. Each individual sample shall be clearly labeled with the bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the bidder fails to submit the samples, properly labeled with the specified date stipulated in the notice, the County shall not consider the bidder's submittal for that item; provided however, that in the event of a group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

The County reserves the right to perform its own testing procedures or to send any and all samples to any certified laboratory for analysis. Any costs for testing shall be borne by bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the solicitation's specifications, and decision of the County in this regard shall be final. Any sample submitted shall create an express warranty that all of the products or items and/or related services to be provided by the bidder during the contract period shall conform to the sample submitted. The bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Water Meter Boxes, Valve Boxes and Covers**

**2.33 PRIMARY SECONDARY AND TERTIARY, VENDOR DESIGNATION**

While the method of award identified in Section 2.6 of the solicitation prescribes the method for determining the lowest responsive, responsible vendor. The County will award this contract to the designated lowest vendor as the primary vendor and will award this contract to the designated second lowest vendor as the secondary vendor respectively. If the County exercises this right, the primary vendor shall be given the first opportunity to perform the service or deliver the goods identified in this contract.

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**

**3.1 SCOPE**

These specifications cover the purchase of water meter boxes, valve boxes and covers.

**3.2 VENDOR REQUIREMENTS**

Vendor(s) shall supply certifications that all materials supplied that will come into contact with drinking water conforms or will conform with "American National Standards Institute (ANSI) and the National Sanitation Foundation (NSF), Standard 61.

**3.3 SPECIFICATIONS****A. All castings shall conform to the following Specifications and the appended drawings:**

1. The quality of materials used in the manufacture of the cast iron castings shall conform to ASTM Standard A-159, "Gray Iron Castings", for Class 30 Iron. Castings shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage cracks, warping or other defects. Castings shall be boldly filleted at angles and arises perfect. All castings shall be manufactured true to pattern with component parts and shall be smooth and well cleaned by blasting. Castings shall be supplied without any surface coatings.
2. Covers shall bear for their full edge and length on the frame or box. Castings with only portions of the cover edge bearing on the supporting structure are not acceptable.
3. The thickness of covers shall be consistent throughout the castings so that when the covers are in place, the top surfaces are level with the frame of the box.
4. All cast iron items shall be as manufactured by U.S. Foundry and Manufacturing Co., Neenah Foundry Co. or approved equal.

**B. Furnished casting dimensions shall be held to the following tolerances:**

1. Up to 4 inches,  $\pm 1/32$  inch; 4 to 8 inches,  $\pm 3/64$  inch; 8 to 12 inches,  $\pm 1/16$  inch; 12 to 24 inches,  $\pm 1/8$  inch; above 24 inches, add the appropriate, (minimum), value from those given above to  $\pm 1/8$  inch. Note that this shall not affect the requirements that mating surfaces shall be machined and shall bear for their full length. Components shall be interchangeable with new and existing units without exceeding the tolerance adds up specified above.
2. Weight of the castings supplied shall not vary more than  $\pm 5$  percent from the certified weight supplied by the successful Bidder(s) as a part of their shop drawings.
3. The phrase "manufacturer's name permanently marked" as used elsewhere herein shall be replaced with "foundry's name, (and if not domestically produced, foundry's name

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**

and Country), cast permanently marked on the bottom and shall have two (2) pickholes placed 180 degrees apart. Note that this shall be the name of the actual foundry doing the casting. Name of an importing, purchasing or fabricating from components firm will not be acceptable. Methods of attaching this information other than casting are not acceptable.

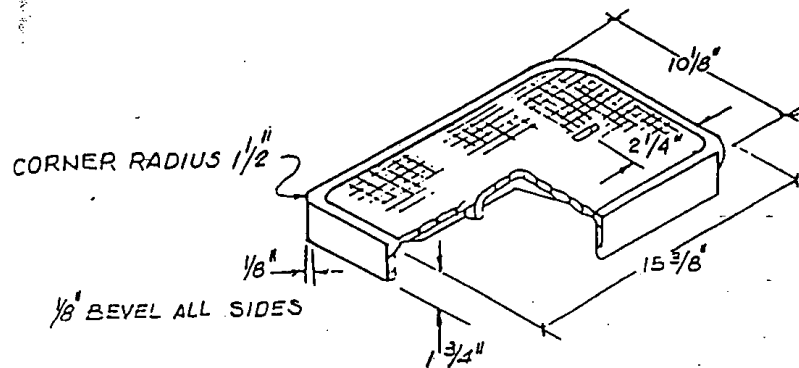
4. With the shop drawings of each component, the Bidder shall submit the name, address and country of the foundry producing the components. Further, this foundry shall not be changed without the previous written notification of permission from the Chief, Engineering Division of the Miami-Dade Water & Sewer Department.
5. Each shipment of materials provided by the successful bidder shall be accompanied by Certification specifically stating that the materials of that specific shipment comply with all requirements of this ITB specifically including dimensions and tolerances, materials of manufacture, weights of markings and foundry of origin. This Certification shall be signed, dated and sealed by a registered professional engineer licensed to practice in states where the materials are cast or if not of domestic manufacture, in the state where the supplying firm is located. One original of this certification shall ship with the materials and one original shall be sent directly to Mr. Charles A. Smith, P.E., Supervisor, Specifications Unit, Miami- Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida, 33233-0316. Shipments sent without the certification as required above may not be accepted.
6. Vendor(s) should be aware that it is the intent of the Department to periodically check materials supplied for conformance to these specifications, which shall include materials testing, dimensions and tolerances, component weights, markings, finish and fit, and such other matters as are necessary to assure supply of products meeting our requirements. Sample tests during bid evaluation will be at the bidder's expense as noted in Section 2.0, Paragraph 2.32 "Samples May Be Required during evaluation". Random testing of materials supplied will be at the Department's expense if passed. Any re-testing due to materials not passing the tests, shall be at the supplier's expense.

**3.4 WATER METER BOXES AND COVERS**

The cast iron covers for the meter boxes shall have the words "WATER METER" plus the manufacturer's name permanently marked on the top surface of the lid or cover. The letter size may range from 3/8" to 3/4" with the larger size lids or covers having the larger size letters. The letters on the lids or covers shall be slightly raised. Covers shall have a non-skid surface pattern. Covers and boxes shall have machined mating surfaces so that mating parts will not rattle or rock under traffic. The pick holes in the reading lids shall be 1 inch by 1/4 inch, with the longer dimension perpendicular to the hinge axis.

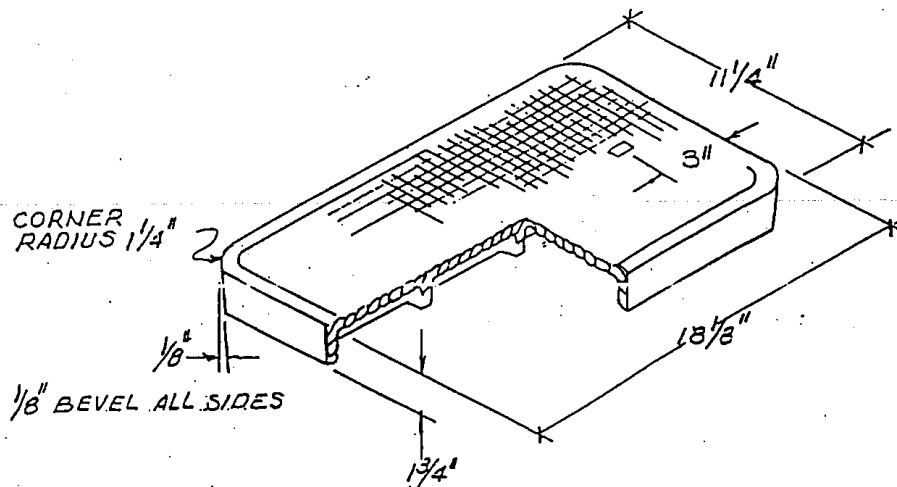


**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**



STYLE 36T  
 CAST IRON COVER  
 (10 1/2" X 17 1/4" METER BOX)

NOTE:  
 LIFTING HOLES ARE 1/4" X 1"  
 WEIGHT - MAX. 27 LBS.  
 MIN. 22 LBS. (19 lb.)



STYLE 37T  
 CAST IRON COVER  
 (12" X 20" METER BOX)

MIN. WT.  
 27 LBS.

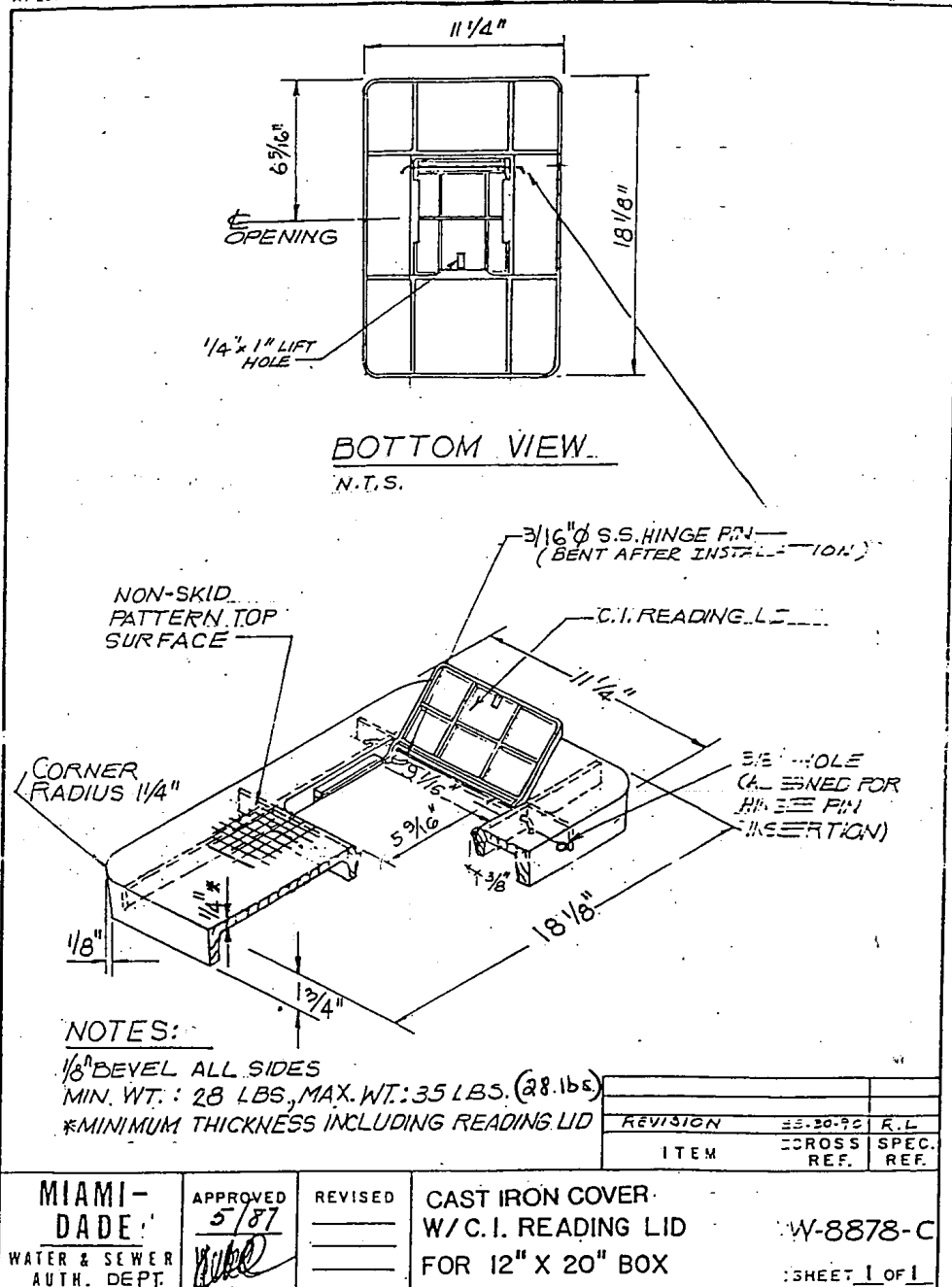
MANUFACTURED BY USTAL Foundry / Sweetwater, Tenn. USA.  
 US Foundry / Medley, FL / U.S.A.  
 VCL Foundry / Calcutta, India  
 DIAGRAM PAGE 2 OF 14

5-30-90	REVISION	R.
CAST IRON COVERS 10 1/2" X 17 1/4" BOX (3/4" METER) 12" X 20" BOX (1" METER)		
MIAMI-DADE WATER AND SEWER AUTHORITY		
DATE MAY 30, 1990	SCALE N.T.S.	
REVISION	W-8446-C	

DRAWN  
CHECKED

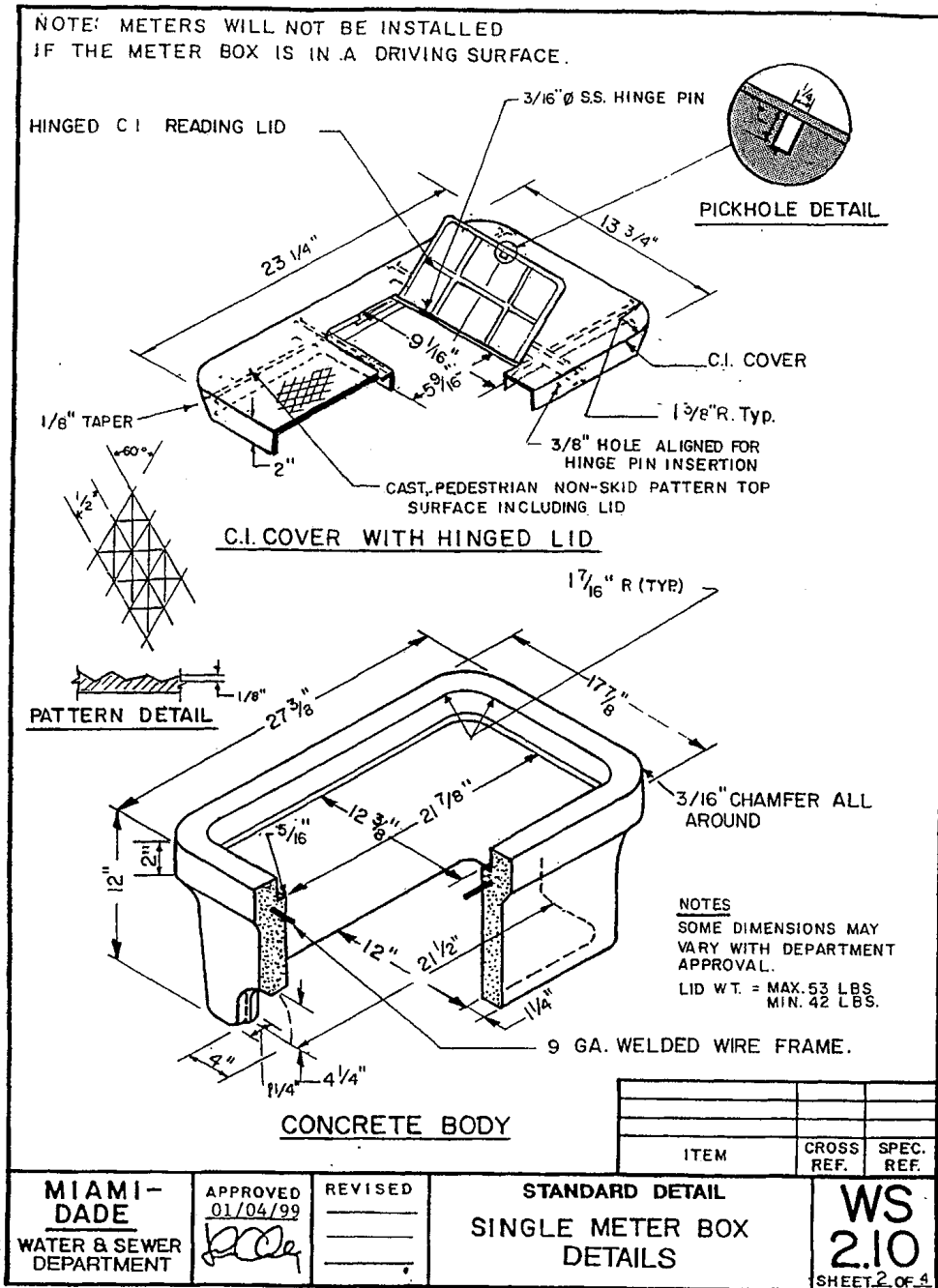
**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**

AF 26093

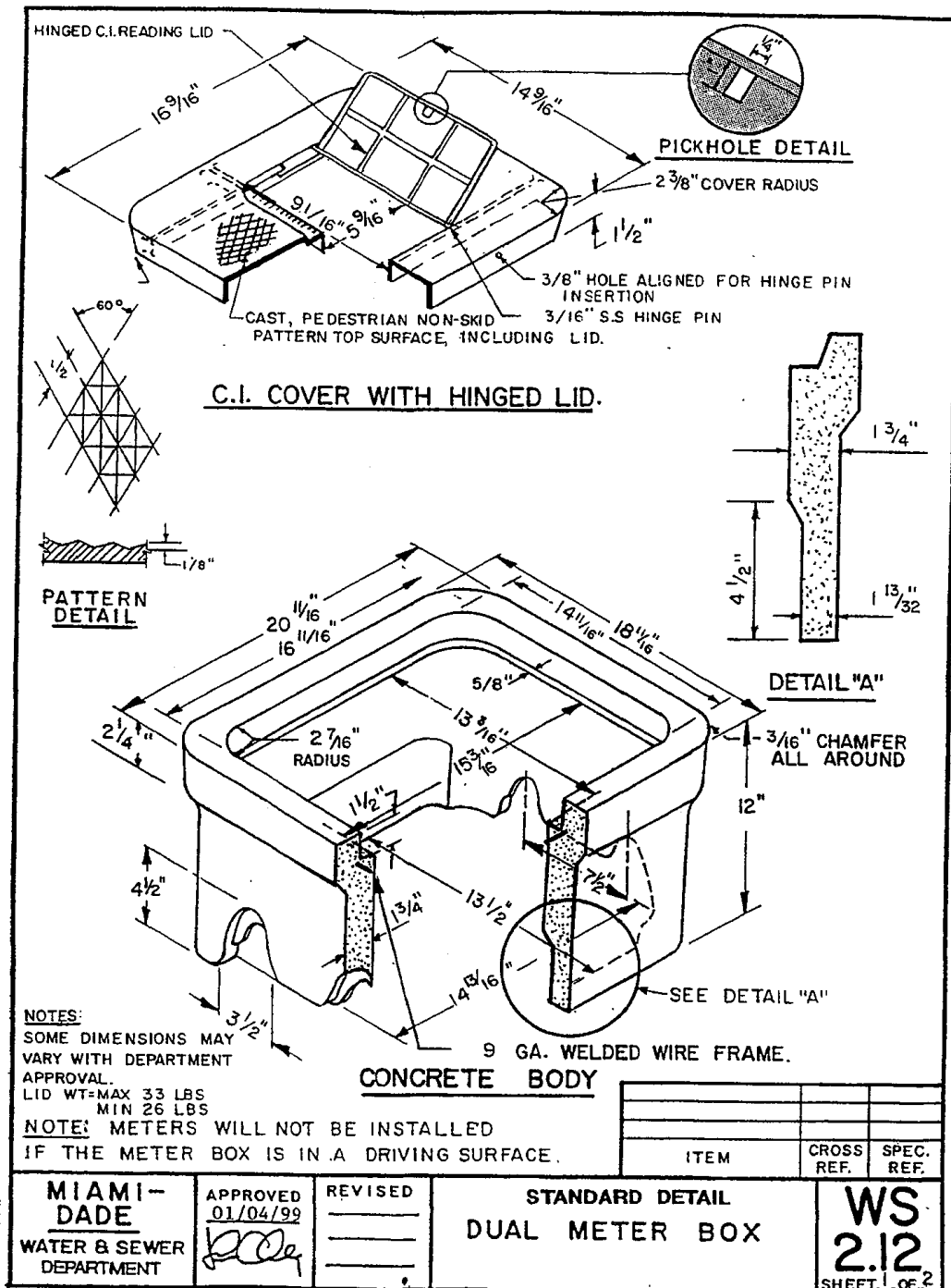


Manufactured by Vestal Foundry / Sweetwater, Tenn. USA.  
 O.S. Foundry / Medley, FL. / USA.

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**



**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**



**SECTION 4**  
**TECHNICAL SPECIFICATION**  
**Water Meter Boxes, Valve Boxes and Covers**

**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street**  
**17<sup>th</sup> Floor, Suite 202**  
**Miami, Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**Wednesday**  
**August 20, 2008**



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,  
 DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM  
 BMP Purchasing Division

Date Issued: 8/11/08

This Bid Submittal Consists of  
 Pages 25 through 28 + affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Water Meter Boxes, Valve Boxes and Covers**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>890-40 + all applicable</b>	
Procurement Supervisor	Basia M. Pruna

**FIRM NAME:** \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND**  
**AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 28 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 28 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

## BID SUBMITTAL FOR:

## Water Meter Boxes, Valve Boxes and Covers

FIRM NAME: \_\_\_\_\_

Reference:	Summarized Requirement:	Check As Completed:
Award of this contract will be made up to three the (3) responsive, responsible bidder(s) who offer the lowest priced on items listed in Section 4 of the solicitation. Bidders must meet the minimum criteria listed below. To be considered for award, the bidder shall offer prices for all items within the group. If the bidder fails to bid on all items within the group the bid shall be declared non-responsive. The County will then select the vendor(s) for award by totaling either the unit prices, or if so structured, by totaling the extended pricing:		
Paragraph 2.6.1	<p>Bidder(s) shall comply with the following requirements prior to being awarded a specific group.</p> <p>Provide letter from Manufacturer that you are an authorized distributor of their products or verification that the Bidder is the manufacturer.</p>	_____
Paragraph 2.6.1	Bidder(s) shall furnish three (3) references from users of the subject products.	
Reference 1	<p>Company Name_____</p> <p>Contact Name_____</p> <p>Telephone_____</p>	
Reference 2	<p>Company Name_____</p> <p>Contact Name_____</p> <p>Telephone_____</p>	
Reference 3	<p>Company Name_____</p> <p>Contact Name_____</p> <p>Telephone_____</p>	

## BID SUBMITTAL FOR:

## Water Meter Boxes, Valve Boxes and Covers

FIRM NAME: \_\_\_\_\_

---

---

Item	Estimated Quantities	Description	Unit Price	Total
<b>CAST IRON (C.I.) METER AND VALVE BOXES AND COVERS (PER DRAWINGS ENCLOSED)</b>				
1	225 EA	Cast iron meter covers for 5/8" meters Drawing No. W-1425-B-2, revised 5/30/90	\$ _____	\$ _____
2	2925 EA	Cast iron meter covers, Style 36 T for 3/4" meter boxes per Drawing No. W-8446C, revised 5/30/90	\$ _____	\$ _____
3	4950 EA	Cast iron covers, with reading lids for 1" meter boxes per Drawing No. W-8878 C, revised 5/30/90	\$ _____	\$ _____
4	10,800 EA	Cast iron covers with reading lids for single meter boxes per Drawing No. WS-2.10, sheet 2 of 4, revised 1/4/99	\$ _____	\$ _____
5	8,888 EA	Cast iron covers with reading lids for dual meter boxes per Drawing No. WS-2.12, sheet 1 of 2, revised 1/4/99	\$ _____	\$ _____
<b>Total ( Items 1- 5)</b>			<b>\$ _____</b>	<b>\$ _____</b>

Manufacturers Name \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Number of Years in Business \_\_\_\_\_



**SECTION 4  
BID SUBMITTAL FOR:**

**Water Meter Boxes, Valve Boxes and Covers**

**ACKNOWLEDGEMENT OF ADDENDA**

---

---

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN  
CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

---

---

**PART II:**

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

**Bid Title:** Water Meter Boxes, Valve Boxes and Covers

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 and \_\_\_\_\_
- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days  
 (Please see paragraph 1.2 H of General Terms and Conditions)

***\*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"***

**Signature:** \_\_\_\_\_  
 (Signature of authorized agent)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive.**



# **APPENDIX**

## **AFFIDAVITS**

### **FORMAL BIDS**



In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract No. :** \_\_\_\_\_ **Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

### Affidavits and Legislation/ Governing Body

1. <b>Miami-Dade County Ownership Disclosure</b> Sec. 2-8.1 of the County Code	6. <b>Miami-Dade County Vendor Obligation to County</b> Section 2-8.1 of the County Code
2. <b>Miami-Dade County Employment Disclosure</b> County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. <b>Miami-Dade County Code of Business Ethics</b> Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> Section 2-8.1.2(b) of the County Code	8. <b>Miami-Dade County Family Leave</b> Article V of Chapter 11 of the County Code
4. <b>Miami-Dade County Disability Non-Discrimination</b> Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. <b>Miami-Dade County Living Wage</b> Section 2-8.9 of the County Code
5. <b>Miami-Dade County Debarment Disclosure</b> Section 10.38 of the County Code	10. <b>Miami-Dade County Domestic Leave and Reporting</b> Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____		
Name of Firm		Date
_____		
Address of Firm	State	Zip Code

### Notary Public Information

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced \_\_\_\_\_

_____	_____
Signature of Notary Public	Serial Number
_____	
Print or Stamp of Notary Public	Notary Public Seal

**In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Date \_\_\_\_\_

**SUBCONTRACTOR/SUPPLIER LISTING  
(Ordinance 97-104)**

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	